

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

DOREL STEEL ERECTION CORPORATION :

vs. :

C.A. No.: 05-10627-WGY

CAPCO STEEL CORPORATION :

and :

CANAM STEEL CORPORATION :

Reach and Apply Defendant :

**SECOND SUPPLEMENTARY OBJECTION ON BEHALF OF  
CAPCO STEEL CORPORATION TO PLAINTIFF'S  
MOTION FOR PRELIMINARY INJUNCTION**

Capco Steel Corporation ("Capco") files this second supplementary objection on the following grounds:

1. Capco informed Dorel Steel Erection Corporation ("Dorel"), through its attorneys, and this Honorable Court, that Capco has received its final payment from Canam Steel Corporation ("Canam") in the sum of \$311,086.00 and, together with its accountants, are in the process of reviewing the accounting, including expenses, and any payment will be made to the four partners. Dorel, as well as four other entities, including Capco, are parties to a memorandum dated July 19, 2001 in relation to the Boston Convention and Exhibition Center Project ("Project"), a copy of the memorandum is attached hereto as EXHIBIT A. Said memorandum sets forth the duties and responsibilities of each partner concerning an audit upon final completion of the Project as per Section 6.1 and distribution of profits and losses according to Section 7.2.

2. Since Capco has been paid the full amount from Canam on the Project, any preliminary injunction requested by Dorel is moot.
3. On November 23, 2005, Dorel through its attorneys, advised the parties that they are seeking a preliminary injunction, whereby they will ask this Honorable Court to restrain and enjoin Canam from paying any monies to Capco on the Hartford Convention Center Project in Hartford, Connecticut. Canam is a Maryland corporation with its headquarters in Maryland.

Capco objects to any such request and injunction, for a non-related project, especially in the State of Connecticut. As noted in its objection to Dorel's preliminary injunction, Capco is in a strong financial condition, as more evidenced by the affidavit attached hereto on behalf of Capco.

Dorel is moving for this Court to issue a preliminary injunction pursuant to Rule 65.

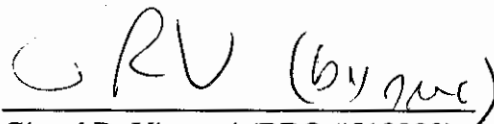
4. Dorel cannot meet its burden of proof, especially in Paragraph 5 of Dorel's affidavit, which states that "there is a clear danger that the Defendant, if notified in advance of the attachment, will withdraw his funds from the custody and possession of the Trustee and will conceal or dissipate them".

Dorel cannot show that Dorel will suffer irreparable harm if the injunction is not granted. Dorel's affidavit that "there is a clear danger" is unwarranted, especially since Capco has already paid Dorel approximately \$3,200,000.00 in pure profit on this Project.

Neither can Dorel at this time show that it “has exhibited a likelihood of success on the merits”, especially since Capco recently received the final payment from Canam and is in the process of determining any monies that may be due Dorel and the other partners, subject to review of all expenses incurred on the Project. Therefore, Dorel cannot show that they will suffer irreparable harm if the injunction is not granted. Certainly, Dorel cannot show that Capco is insolvent, cannot pay their bills as they become due, is wasting assets, or any other financial straits. See *Planned Parenthood*, 641 Fed.2d 1006 for standards for injunctive relief.

5. Capco hereby requests that this Honorable Court award counsel fees against Dorel in defense of this matter.

Respectfully submitted,  
Defendant,  
**CAPCO STEEL CORPORATION**  
By their Attorneys,

Handwritten signature of Girard R. Visconti, consisting of the letters 'G', 'RV', and '(by gmc)' in a cursive script.

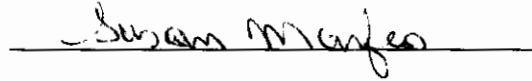
Girard R. Visconti (BBO #510200)  
David M. Campbell (BBO# 645512)  
**Visconti & Boren Ltd.**  
55 Dorrance Street  
Providence, RI 02903  
(401) 331-3800  
(401) 421-9302 Fax

**CERTIFICATION**

I, the undersigned, hereby certify that on the 25<sup>th</sup> day of November 2005, I faxed and mailed a true copy of the within document by regular, first-class mail, postage prepaid, to the following:

Charles A. Roberts, Esq.  
Law Offices of Scott W. Wynn  
254 Main Street  
P.O. Box 290009  
Charlestown, MA 02129

Michael D. Vhay, Esq.  
DLA Piper Rudnick Grary Cary US LLP  
One International Place, 21<sup>st</sup> Floor  
Boston, MA 02110

A handwritten signature in cursive script, appearing to read "Susan M. Carter", is written over a horizontal line.